

**AGREEMENT BETWEEN THE  
DEADWOOD HISTORIC PRESERVATION COMMISSION  
AND DEADWOOD ALIVE, INC.**

THIS AGREEMENT is by and between the DEADWOOD HISTORIC PRESERVATION COMMISSION of the City of Deadwood, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," DEADWOOD ALIVE, INC., with its principal place of business located at P.O. Box 190, Deadwood, SD 57732.

**WHEREAS,** CITY desires the services of a primary troupe of actors and performers for reenactments on Main Street in accordance with Deadwood Codified Ordinance 5.28.11 along with the performance of the Trial of Jack McCall; and

**WHEREAS,** CITY desires DEADWOOD ALIVE's to perform street reenactments and the Trial of Jack McCall in Deadwood during the 2024 through 2028 seasons, for an annual sum allocated annually during budget session of the CITY, and

**WHEREAS,** the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which DEADWOOD ALIVE shall provide reenactments and perform the Trial of Jack McCall in the City of Deadwood; and

**WHEREAS,** based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CITY owns the original script for the Trial of Jack McCall and hereby authorizes DEADWOOD ALIVE to utilize said script for said performance of the Trial of Jack McCall.
3. DEADWOOD ALIVE shall travel to Pierre and appear at the South Dakota Governor's Conference on Tourism annually in January of each year of the contract;

4. DEADWOOD ALIVE shall travel to Pierre and appear at Deadwood's Historic Preservation Day at the South Dakota Legislature annually in January of each year of the contract;
5. DEADWOOD ALIVE shall annually provide a spring season from the beginning of April to the week prior to Memorial Day for each year of the contract with street appearances and performances on Fridays and Saturdays of two historical reenactors portraying Deadwood Legends such as Calamity Jane, Wild Bill Hickok, Seth Bullock, etc. for a minimum of four (4) hours per day;
6. DEADWOOD ALIVE shall annually perform during the summer season, Memorial Day through Labor Day, Monday through Saturday, Main Street shootout reenactments at 2:00 p.m., 4:00 p.m. and 6:00 p.m.; the assassination of Wild Bill along with the capture of Jack McCall at 7:30 p.m. and the Trial of Jack McCall at 8:00 p.m. daily in a suitable theater space as agreed by both parties, and a street presence of additional performances interspersed throughout the day;
7. DEADWOOD ALIVE will provide a minimum of six (6) actors daily during the summer seasons, along with additional support personnel including sound/lighting stage techs, ticket sales, crowd and traffic control and cleaning staff;
8. DEADWOOD ALIVE shall manage stagecoach operation during each season as agreed to by both parties;
9. DEADWOOD ALIVE shall defer to CITY for priority of street use;
10. DEADWOOD ALIVE shall annually provide a fall season September through early November, Friday and Saturday street appearances and performances of two historical reenactors portraying the Deadwood Legends of Calamity Jane, Wild Bill Hickok, Seth Bullock, etc. for a minimum of four (4) hours per day;
11. DEADWOOD ALIVE agrees to be available for conventions, bus groups and other events for a nominal fee around scheduled performances and DEADWOOD ALIVE agrees to provide actors at no charge for any CITY requested appearances;
12. DEADWOOD ALIVE will continue, as time and budget allow, too provide reenactors to participate in community parades and activities;
13. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
14. DEADWOOD ALIVE shall adopt and adhere to strict safety precautions and measures relating to the discharge of firearms during performances and the CITY has the right to inspect and monitor said safety measures;
15. DEADWOOD ALIVE shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
16. DEADWOOD ALIVE agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of DEADWOOD ALIVE in connection with this agreement or services performed or materials provided pursuant to this contract;

17. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days' notice to DEADWOOD ALIVE;
18. DEADWOOD ALIVE shall be paid in an amount set during budget session of the CITY, for performances unless changes are agreed upon in writing by both parties;
19. DEADWOOD ALIVE may set ticket prices for the Trial of Jack McCall that allows suitable revenue for operations to meet the terms of this contract; and
20. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied and shall remain in force unless agreed to in writing by both parties

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*(Signature page on following page)*

Dated this 5th day of February, 2024.

CITY OF DEADWOOD

By: \_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown, Finance Officer

Dated this \_\_\_\_\_ day of February, 2024.

Deadwood Alive

By: \_\_\_\_\_  
Its: Chairman

State of South Dakota )  
County of Lawrence ) ss.

On this the \_\_\_\_\_ day of February, 2024, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the Chairman Of Deadwood Alive, Inc., whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

